

AMENDMENT #6
TO THE PLAN DOCUMENT / SUMMARY PLAN DESCRIPTION

HEALTH BENEFIT PLAN FOR EMPLOYEES OF ROSEBUD COUNTY - Group #0010615

Effective July 1, 2015, the Health Benefit Plan for Employees of Rosebud County is amended as follows:

Within the "**PHARMACY BENEFIT**" section, the "COVERAGE" subsection is replaced as follows:

COVERAGE

Coverage for prescription drugs will include only those drugs requiring a written prescription of a Physician or Licensed Health Care Provider, if within the scope of practice of the Licensed Health Care Provider, and that are Medically Necessary for the treatment of an Illness or Injury.

Coverage also includes prescription drugs or supplies that require a written prescription of a Physician or Licensed Health Care Provider, if within the scope of practice of the Licensed Health Care Provider, as follows:

1. Self-administered contraceptives.

Contraceptive Management, injectable contraceptives and contraceptive devices are covered under the Medical Benefits of this Plan.

2. Legend vitamins (oral only): prenatal agents used in pregnancy
3. Diabetic supplies, including syringes, needles, insulin injectable devices, swabs, blood test strips, blood glucose calibration solutions, urine tests, lancets, and lancet devices.

Blood monitors and kits. Blood monitors and kits are also eligible for coverage under the Medical Benefits, subject to all provisions and limitations of this Plan.

Within the "**PHARMACY BENEFIT**" section, the "EXCLUSIONS" subsection is replaced as follows:

EXCLUSIONS

Prescription drugs or supplies in the following categories are specifically excluded:

1. Cosmetic only indications: Photo-aged skin products (Renova); Hair Growth Agents (Propecia, Vaniqa); and Injectable cosmetics (botox cosmetic).
2. Dermatology: Tretinoin agents used in the treatment of acne and/or for cosmetic purposes (Retin A) for Covered Persons 20 years or older.
3. Depigmentation products used for skin conditions requiring a bleaching agent.
4. Contraception: Injectables, implants, diaphragms, IUD's and Emergency.*
5. Fertility agents, oral, vaginal and injectable.
6. Impotence.
7. Weight management.

8. Allergens.
9. Serums, toxoids and vaccines (all dosage forms including injectable).
10. Legend vitamins, except as specifically covered.
11. Legend fluoride products
12. Legend Smoking Cessation products.
13. Compounded products, over-the-counter equivalents and non-legend medications (OTC).
14. Diabetic pump supplies.*
15. Durable Medical Equipment.*
16. Experimental or Investigational drugs.

*Eligible for coverage under the Medical Benefits, subject to all provisions and limitations of this Plan.

Within "**MEDICAL BENEFITS**" section, item #24 (pump supplies) is replaced as follows:

24. Charges for pump supplies, blood monitors and kits.

Diabetic supplies including; syringes, needles, insulin injectable devices, swabs, blood test strips, blood glucose calibration solutions, urine tests, lancets, and lancet devices. Insulin, needles, syringes and test strips are eligible under the Pharmacy Benefit of this Plan.

Blood monitors and kits are eligible for coverage under Medical Benefits and the Pharmacy Benefit, subject to all provisions and limitations of this Plan.

Within the "**ELIGIBILITY PROVISIONS**" section, the "EMPLOYEE ELIGIBILITY" subsection is replaced as follows:

EMPLOYEE ELIGIBILITY

An Employee becomes eligible under this Plan for each classification of Employee as follows:

1. *Class I - Is classified as a regular full-time Employee and is employed by the County on a continuing and regular basis for at least one hundred thirty (130) hours per month; or*
2. *Class II - Is employed by the County as a Variable Hour Employee and completes a Measurement Period of twelve (12) consecutive months, during which the Variable Hour Employee averages one hundred thirty (130) hours per month of actual work and/or paid leave for twelve (12) months.*

"Variable Hour Employee" means a seasonal Employee, temporary Employee, or any Employee not classified as a Class I Employee.

"Measurement Period" is the period of time adopted by the Plan for Variable Hour Employees during which such Employees' work hours and paid leave are measured to determine whether such Employees are eligible for coverage.

3. *Class III - Is an Elected Official.* An eligible Elected Official includes a person whose service with Rosebud County is as a result of election to an official governmental office as required by Montana law, or as a result of appointment to such an official governmental office to serve out the remainder of an unexpired term of an elected official who has resigned or been removed from an official governmental office, as allowed by Montana law. A person will be considered an Elected Official only during the legal term of office for any such official governmental office.

An Employee is not eligible while on active military duty if that duty exceeds a period of thirty-one (31) consecutive days.

Within the “**ELIGIBILITY PROVISIONS**” section, the ELECTED OFFICIAL ELIGIBILITY subsection is deleted in its entirety.

Within the “**ELIGIBILITY PROVISIONS**” section, the “WAITING PERIOD” subsection, as amended, is replaced as follows:

WAITING PERIOD

With respect to an eligible Employee not covered under the Plan, coverage under the Plan will not start until the Employee completes the applicable Waiting Period. *The Waiting Period commences with the date the Employee becomes eligible (Enrollment Date) and ends for each classification of Employee as follows:*

1. *Class I and Class III- For full-time Employees or an Elected Official, the last day of the month immediately following the eligible person's Enrollment Date.*
2. *Class II - For Variable Hour Employees, the last day of the month following the end of the Measurement Period defined in “Employee Eligibility” subsection above. If elected, coverage under this section shall continue for a period of not more than twelve (12) months provided the Participant remains employed by the Employer regardless of the number of hours worked during that time period. This period of time is the Coverage Period.*

Within the “**EFFECTIVE DATE OF COVERAGE**” section, the “PARTICIPANT COVERAGE” and “DEPENDENT COVERAGE” subsections, as amended, are replaced as follows:

PARTICIPANT COVERAGE

Participant coverage under the Plan will become effective on the first day immediately after the Employee satisfies the applicable eligibility requirements and Waiting Period. *If these requirements are met, the Employee must be offered coverage or an opportunity to waive coverage even if the offer is after the date coverage should become effective, regardless of the time that has elapsed, provided that the reason coverage was not offered before the end of the Waiting Period was as a result of an administrative error on the part of the Employer, Plan Administrator or Plan Supervisor.*

An eligible Employee who declines Participant coverage under the Plan during the Initial Enrollment Period will be able to become covered later in only two situations, Open Enrollment and Special Enrollment.

A Variable Hour Employee will remain covered for a period of time not to exceed twelve (12) months from the effective date of coverage (the Coverage Period) regardless of the number of hours worked, as long as the individual remains employed by the Company. At the end of the Coverage Period, if the individual remains employed as a Variable Hour Employee and averages at least one hundred thirty

(130) hours per month during the Coverage Period, the individual will remain covered for a period of time not to exceed an additional twelve (12) months.

"Coverage Period" is the maximum period of time Variable Hour Employees can be covered under the Plan as active Employees after completion of a Measurement Period as defined in the "Eligibility Provisions under the "Employee Eligibility" subsection.

If an eligible Employee chooses not to enroll or fails to enroll for coverage under the Plan during the Initial Enrollment Period, coverage for the Employee and Dependents will be deemed waived.

If a Participant chooses not to re-enroll or fails to re-enroll during any Open Enrollment Period, coverage for the Participant and any Dependents covered at the time will remain the same as that elected prior to the Open Enrollment Period.

DEPENDENT COVERAGE

Each Participant who requests Dependent Coverage on the Plan's enrollment form will become covered for Dependent Coverage as follows:

1. On the Participant's effective date of coverage, if application for Dependent Coverage is made on the *same* enrollment form *used by the Participant to enroll for coverage*. This subsection applies only to Dependents who are eligible on the Participant's effective date of coverage.
2. In the event a Dependent is acquired after the Participant's effective date of coverage as a result of a Legal Guardianship or in the event that a Participant is required to provide coverage as a result of a valid court order, or if the Dependent is acquired as a result of operation of law, Dependent Coverage will begin on the first day of the month following the Plan's receipt of an enrollment form and copy of said court order, if applicable.

Within the "**TERMINATION OF COVERAGE**" section, the "PARTICIPANT TERMINATION" subsection is replaced as follows:

PARTICIPANT TERMINATION

Participant coverage will automatically terminate immediately upon the earliest of the following dates, except as provided in any Continuation of Coverage Provision:

1. On the last day of the month in which the Participant's employment terminates; or
2. On the last day of the month in which the Participant ceases to be eligible for coverage; or
3. The date the Participant fails to make any required contribution for coverage; or
4. The date the Plan is terminated; or with respect to any Participant benefits of the Plan, the date of termination of such benefits; or
5. The date the County terminates the Participant's coverage; or
6. The date the Participant dies; or
7. The date the Participant enters the armed forces of any country as a full-time member, if active duty is to exceed thirty-one (31) days; or
8. On the last day of the month in which the Plan receives the Plan's Health Coverage Waiver Form for the Participant.

9. *For Variable Hour Employees on the last day of the Coverage Period, unless at the expiration of the Coverage Period, the Participant is otherwise eligible as the result of a subsequent Measurement Period or as a result of being reclassified as a full-time Employee.*

A Participant whose Active Service ceases because of Illness or Injury or as a result of any other approved leave of absence may remain covered as an Employee in Active Service for a period of twelve (12) weeks, or such other length of time that is consistent with and stated in the Company's current Employee Personnel Policy Manual or pursuant to the Family and Medical Leave Act. Coverage under this provision will be subject to all the provisions of FMLA if the leave is classified as FMLA leave.

A Participant whose Active Service ceases due to temporary layoff will be considered employed by the Company for the purposes of his/her coverage under this Plan, and such coverage may continue until the end of the month in which the layoff began.

If a Participant's coverage is to be continued during disability, approved leave of absence or temporary lay off, the amount of his or her coverage will be the same as the Plan benefits in force for an active Employee, subject to the Plan's right to amend coverage and benefits.

The "**CREDITABLE COVERAGE PROCEDURES**" section is deleted in its entirety. Furthermore, any reference of Creditable Coverage is deleted throughout the Plan Document.

Within the "**GENERAL DEFINITIONS**" section the definition of "CREDITABLE COVERAGE" is deleted in its entirety.

Within the "**GENERAL DEFINITIONS**" section, the definition of "EMPLOYEE" is replaced as follows:

EMPLOYEE

"Employee" means a person employed by the Employer on a continuing and regular basis who is a common-law Employee and who is on the Employer's W-2 payroll.

Employee does not include any employee leased from another employer including, but not limited to, those individuals defined in Internal Revenue Code Section 414(n), or an individual classified by the Employer as a contract worker or independent contractor if such persons are not on the Employer's W-2 payroll, or any individual who performs services for the Employer but who is paid by a temporary or other employment agency such as "Kelly," "Manpower," etc.

Within the "**GENERAL DEFINITIONS**" section, item #4 of "EXPERIMENTAL/INVESTIGATIONAL", as amended, is replaced as follows:

4. That based upon Reliable Evidence, the drug, device, medical treatment or procedure is the subject of an on-going Phase I or Phase II clinical trial. (A Phase III clinical trial recognized by the National Institute of Health is not considered Experimental or Investigational.) For chemotherapy regimens, a Phase II clinical trial is not considered Experimental or Investigational when both of these criteria are met:
- A. The regimen or protocol has been the subject of a completed and published Phase II clinical trial which demonstrates benefits equal to or greater than existing accepted treatment protocols; and
 - B. The regimen or protocol listed by the National Comprehensive Cancer Network is supported by level of evidence *Category 2B or higher*; or